

<i>SERFF Tracking Number:</i>	<i>CHMU-125874050</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Church Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPP-20</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Independent Church Package Program</i>		
<i>Project Name/Number:</i>	<i>2008 Interim/CPP-20</i>		

Filing at a Glance

Company: Church Mutual Insurance Company		
Product Name: Independent Church Package Program		
SERFF Tr Num: CHMU-125874050	State: Arkansas	
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.0000 CMP Sub-TOI Combinations	Co Tr Num: CPP-20	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Llyweyia Rawlins, Brittany Yielding
	Authors: Barbara Meyer, Bonny Graap	Disposition Date: 10/28/2008
	Date Submitted: 10/27/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2009		Effective Date (New): 01/01/2009
Effective Date Requested (Renewal): 04/01/2009		Effective Date (Renewal): 04/01/2009

State Filing Description:

General Information

Project Name: 2008 Interim	Status of Filing in Domicile: Authorized
Project Number: CPP-20	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 10/28/2008	
State Status Changed: 10/28/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Church Mutual Insurance Company has our Independent Church Package Program filed and approved in your state. As required, we are filing the rates and rules by separate letter.

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Effective January 1, 2009, for new business, and April 1, 2009, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing New forms and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms.
2. Revised Index of Forms.
3. Final printed forms.
4. Withdrawn forms.
5. E 583.1 (10-08), Defense Coverage - Arkansas. Revised endorsement deleting reference to withdrawn Form A 516, Educators Legal Liability Coverage Form and previously withdrawn Form E 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

Company and Contact

Filing Contact Information

Donna Cleveland, Director--Commercial Lines	dcleveland@churchmutual.com
3000 Schuster Lane	(715) 539-4594 [Phone]
Merrill, WI 54452	(715) 539-4409[FAX]

Filing Company Information

Church Mutual Insurance Company	CoCode: 18767	State of Domicile: Wisconsin
3000 Schuster Lane	Group Code:	Company Type: P&C
PO Box 357		
Merrill, WI 54452	Group Name:	State ID Number:
(715) 536-5577 ext. [Phone]	FEIN Number: 39-0712210	

Filing Fees

SERFF Tracking Number: CHMU-125874050 State: Arkansas
Filing Company: Church Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPP-20
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Church Mutual Insurance Company	\$50.00	10/27/2008	23486600

SERFF Tracking Number: CHMU-125874050 *State:* Arkansas
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Liability
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/28/2008	10/28/2008

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<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Independent Church Package Program</i>		
<i>Project Name/Number:</i>	<i>2008 Interim/CPP-20</i>		

Disposition

Disposition Date: 10/28/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHMU-125874050 State: Arkansas

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Letter	Approved	Yes
Supporting Document	Index of Forms and Endorsements	Approved	Yes
Supporting Document	Summary	Approved	Yes
Supporting Document	Annotated E 253	Approved	Yes
Form	Bodily Injury Definition	Approved	Yes
Form	Medical Expense Amendment	Approved	Yes
Form	Corporate Entity	Approved	Yes
Form	Additional Insured Designated Person	Approved	Yes
Form	Additional Insured Designated Person- Primary	Approved	Yes
Form	Legal Defense Coverage	Approved	Yes
Form	Corporate Entity Endorsement	Approved	Yes
Form	Employment Practices Liability Defense Expense	Approved	Yes
Form	Medical Expense Amendment	Approved	Yes
Form	Corporate Entity	Approved	Yes
Form	Educators Legal Liability	Withdrawn	Yes
Form	Extended Reporting Period End-Educators Legal Liability	Withdrawn	Yes
Form	Educators Legal Lieability App	Withdrawn	Yes
Form	Defense Coverage - Arkansas	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Bodily Injury Definition	E 200.2	12-07	Endorsement/New Amendment/Conditions		0.00	20021207.pdf
Approved	Medical Expense Amendment	E 200.3	12-07	Endorsement/New Amendment/Conditions		0.00	20031207.pdf
Approved	Corporate Entity	E 222	12-07	Endorsement/New Amendment/Conditions		0.00	22201207.pdf
Approved	Additional Insured Designated Person	E 223	12-07	Endorsement/New Amendment/Conditions		0.00	22301207.pdf
Approved	Additional Insured Designated Person- Primary	E 223.1	12-07	Endorsement/New Amendment/Conditions		0.00	22311207.pdf
Approved	Legal Defense Coverage	E 253	12-07	Endorsement/Replacement/Amendment/Conditions	Replaced Form #: E 253 Previous Filing #:	0.00	25301207.pdf
Approved	Corporate Entity Endorsement	E 509	12-07	Endorsement/New Amendment/Conditions		0.00	50901207.pdf
Approved	Employment Practices Liability Defense Expense	E 520.2	12-07	Endorsement/New Amendment/Conditions		0.00	52021207.pdf

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Approved	Medical Expense E 601.1	12-07	Endorsement/Amendment/Conditions	0.00	60111207.pdf
Approved	Corporate Entity E 603	12-07	Endorsement/Amendment/Conditions	0.00	60301207.pdf
Withdrawn	Educators Legal Liability E 516	07-98	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	E 516 (07-98) Withdrawn.pdf
Withdrawn	Extended Reporting Period End- Educators Legal Liability E 516.1	07-98	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	E 516.1 (07-98) Withdrawn.pdf
Withdrawn	Educators Legal Liability App ELL 907-AR	10-99	Application/Withdrawal Binder/Enrollment	Replaced Form #:0.00 Previous Filing #:	907AR01.pdf
Approved	Defense Coverage - Arkansas E 583.1	10-08	Endorsement/Amendment/Conditions	Replaced Form #: E 583.1 (10-08) Previous Filing #:	58311008.pdf

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the General Liability Coverage Form, Legal Defense Coverage Form, and the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

A. The definition of "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSE AMENDMENT

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following change is made to the General Liability Form.

A. MEDICAL EXPENSE COVERAGE

Provided that:

1. Paragraph 1.a. of the Medical Expense Coverage Insuring Agreement is deleted and replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent:
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations (including your operations off premises);

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Form.

The following is added to the General Liability Coverage Form.

Additional Insured Person(s) or Organization(s):		
Name: _____		
Address: _____		
_____	_____	_____
City	State	ZIP
Activity: _____		
Date(s): _____		

WHO IS AN INSURED

Additional Insured Designated Person Or Organization For Specific Activity

1. The Who is An Insured section is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY – PRIMARY**

This endorsement modifies insurance provided under the General Liability Coverage Form.

The following is added to the General Liability Coverage Form.

Additional Insured Person(s) or Organization(s):		
Name: _____		
Address: _____		
_____	_____	_____
City	State	ZIP
Activity: _____		
Date(s): _____		

WHO IS AN INSURED

Additional Insured Designated Person Or Organization For Specific Activity - Primary

1. The Who is An Insured section is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.
2. The insurance provided by this endorsement is primary to any applicable insurance issued specifically to the person(s) or organization(s) identified above, notwithstanding any provision to the contrary in the General Liability Coverage Form.
3. The insurance afforded by this endorsement shall not be canceled except after ____ days prior written notice has been given to the person(s) or organization(s) listed above.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

LEGAL DEFENSE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. Refer to **WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS**.

LEGAL DEFENSE COVERAGE

1. Insuring Agreement.

We will pay "defense costs," incurred by the insured, that result from a "suit" to which this insurance applies. This insurance applies to these "defense costs" only if:

- a. The "suit" results from a "defensible incident" that takes place in the "coverage territory";
- b. The "suit" results from a "defensible incident" that occurs during the policy period;

No other obligation or liability to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions.

This insurance does not apply:

- a. To any "defense costs" incurred because of:

- (1) "Bodily injury";
- (2) "Personal injury";
- (3) "Advertising injury";
- (4) Injury arising out of:

- (a) Any actual or alleged act of "sexual misconduct or sexual molestation." This includes, but is not limited to expenses related to any claim or suit seeking damages based upon, arising out of, or attributable to vicarious

liability; negligence in hiring, employment, supervision, retention, or transfer of any employee or volunteer workers; recommendation or referral of any person for employment or volunteer work; failure to protect or negligent supervision of any person (whether an adult or child) failure to warn, failure to investigate, or failure to comply with any obligation to report; and counseling;

- (b) Any acts, errors or omissions in providing or failing to provide any professional service;

- (5) "Property damage";

- (6) A dispute involving this contract or any other contract issued by us;

- (7) Any class action "suit";

- (8) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

- (9) Any dispute between the insured and us.

- b. If any "defense costs" are:

- (1) An obligation of ours or any other insurance company under any other insurance policy or endorsement;

- (2) An obligation of any other person, group or organization (other than an insured);

- (3) Your obligation in the form of a deductible or retention under this policy or any other policy we or any other carrier issue to you;

even if the obligation is only a partial obligation.

- c. To any damages.

WHO IS AN INSURED

See the WHO IS AN INSURED provision of the General Liability Coverage Form.

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Suits" brought; or
 - c. Persons or organizations bringing "suits."
2. The Aggregate limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against the insured.
3. Subject to 2. above, the Each Defensible Incident limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against any insured for any one "defensible incident."

The aggregate limits of insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

DEDUCTIBLE

We will not pay any "defense costs" until the amount of the "defense costs" exceeds \$250. We will then pay the amount of the "defense costs" in excess of \$250, up to the Limits of Insurance.

YOUR CHOICE OF AN ATTORNEY

You have the right to choose your own attorney. But, your attorney must be licensed to provide legal services. Your attorney has the right to

freely exercise his or her professional judgment in the defense of any "suit" against you.

Attorney's fees and expenses must be reasonable and customary. We shall have the option to audit "defense costs" on behalf of the insured.

LEGAL DEFENSE CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this Coverage Form.

2. Duty to Investigate or Defend.

We have no duty to investigate or defend any "suit" brought against you.

3. Duties in the Event of a "defensible incident" or "suit."

- a. You must see to it that we are notified within 60 days of your becoming aware of any "defensible incident" that may result in a "suit." To the extent possible, notice should include:

- (1) The nature of the "defensible incident," and
- (2) How, when and where the "defensible incident" took place.

Notice of a "defensible incident" is not notice of a "suit."

- b. If "suit" is brought against the insured, you must:

- (1) Notify us within 60 days of the date "suit" is brought against the insured.
- (2) As soon as practicable, send us written notice of the "suit." This notice should include the nature of the "defensible incident," and how, when and where the "defensible incident" took place.
- (3) Give us the name, address and other information sufficient to identify the attorney or firm who will be defending you in the "suit."

4. Other Insurance.

- a. Primary Insurance.

This insurance is primary and our obligations are not affected unless any

other insurance or indemnity is also primary. Then we will share with all that other insurance or indemnity by the method described in b. below.

b. Method of Sharing.

If all that other insurance or indemnity permits contribution by equal shares, we will follow this method also. Under this approach, each party contributes equal amounts until it has paid its applicable limit or the "defense costs" are fully paid, whichever comes first.

If contribution by equal shares is not permitted by that other insurance or indemnity, we will contribute by limits. Under this method each party's share is based on the ratio of each party's applicable limit to the total applicable limit of all parties.

5. Representations.

By accepting the endorsement, you agree:

- a. The statements in the Declarations Page are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this endorsement in reliance upon your representation.

6. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after the "suit" is brought to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

7. Two or More Policies.

If two or more policies issued by us apply to the same insured and these policies also apply to the same "suit," the maximum amount we will pay as damages under all the policies will not exceed the highest applicable Limit of Insurance that applies to any one of the policies.

This does not apply to any policy issued by us that is specifically written as excess insurance.

8. Arbitration.

If we and the insured cannot reach an agreement concerning any of the terms of this Coverage Form, the disagreement will be settled by arbitration. The rules of the American Arbitration Association will be followed. The arbitrator shall have the power to determine the meaning of the terms of this Coverage Form. The arbitrator shall not have the power to change or amend this Coverage Form, unless we and all insureds consent to the change in writing.

We and you will equally share all costs of arbitration.

DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury.
3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
4. "Defense costs" means the cost of reasonable and customary attorney's fees for legal services rendered in defending "suits" brought against you and includes attorney's expenses in relation to those services. But, the fees and expenses must qualify as a deductible expense to you under Section 162 of the U.S. Internal Revenue Code. This applies even if you are not subject to the code.
5. "Defensible incident" means any acts, omissions or failures of the insured. Every such act, omission or failure involving substantially the same general circumstances shall be considered one "defensible incident" subject to the Each Defensible Incident Limit

of Insurance in force at the time the first such "defensible incident" covered by this policy occurred. "Defensible incident" does not include any deliberate acts, omissions or failures for purposes of causing a "suit" to be filed against you.

6. "Law enforcement inquiry" means an investigation undertaken by law enforcement officials and directed against a person suspected of committing a criminal offense under federal, state, or local law, including any related prosecution for such alleged offense.

7. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

8. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

9. "Sexual misconduct or sexual molestation" is any activity by anyone (whether an adult or child) which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd, or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.

10. "Suit" means a proceeding in a court of proper jurisdiction. "Suit" includes:

- a. A civil proceeding;
- b. An arbitration proceeding to which you must submit or do submit with our consent;
- c. Any other alternative dispute resolution proceeding to which you submit with our consent;
- d. Any "law enforcement inquiry"; or
- e. An administrative hearing to which you must submit or do submit with our consent.

All "suits," countersuits, counterclaims, "law enforcement inquiries," and similar proceedings substantially related to the same "defensible incident" shall be considered one "suit."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the Professional Liability Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**EMPLOYMENT PRACTICES LIABILITY
DEFENSE EXPENSE ENDORSEMENT**

The endorsement modifies insurance provided under the Employment Practices Liability Coverage Form.

- A. The second paragraph of the Employment Practices Liability Coverage Form is deleted and replaced with the following:

Your Employment Practices Liability Coverage is Claims Made Coverage. "Defense expense" will not reduce the Limit of Insurance. Please read the entire policy carefully.

- B. **EMPLOYMENT PRACTICES LIABILITY COVERAGE**, Paragraph 1.b., Subparagraphs (1) and (2) are deleted and replaced with the following:

- (1) The amount we will pay for "loss" is limited. Refer to the Limit of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Employment Practices Liability Coverage.

- C. **LIMIT OF INSURANCE**, is deleted and replaced with the following:

LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."

2. The Employment Practices Liability Aggregate Limit is the most we will pay for the sum of all "loss" because of all injury included under this Employment Practices Liability Coverage.

Each payment we make for "loss" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss."

The Employment Practices Liability Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employment Practices Liability Aggregate Limit of Insurance.

"Loss" arising out of the same "wrongful employment practice" or interrelated, repeated, or continuous "wrongful employment practices" of one or more insureds shall be deemed "loss" in the policy period in which the first such claim or "wrongful employment practice" is first reported to the insurer.

- D. **DEFINITIONS**, Paragraph 5. is deleted and replaced with the following:

5. "Loss" means damages, judgments, and settlements. "Loss" does not include fines, taxes, penalties, non-monetary damages, or injunctive relief.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HIRED AND NONOWNED AUTOMOBILE
MEDICAL EXPENSE AMENDMENT**

This endorsement modifies insurance provided under the Hired and Nonowned Automobile Liability Coverage Part.

The following change is made to the Hired and Nonowned Automobile Medical Expense Coverage Excess Insurance Form.

MEDICAL EXPENSE COVERAGE

1. Paragraph 1.a.(2) of the Medical Expense Coverage Insuring Agreement is deleted and replaced by the following:
 - a, The expenses are incurred and reported to us within three years of the date of the accident; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the Hired and Nonowned Automobile Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

EDUCATORS LEGAL LIABILITY COVERAGE FORM

YOUR EDUCATORS LEGAL LIABILITY COVERAGE IS CLAIMS MADE COVERAGE. DEFENSE EXPENSES ARE INCLUDED IN THE LIMIT OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

This Coverage Form is organized into sections. The following TABLE OF CONTENTS shows you the page number where each section of the Coverage Form begins. The TABLE OF CONTENTS can help you locate the specific sections in the Coverage Form.

TABLE OF CONTENTS

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Various provisions in this Coverage Form restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we," "us," and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. Refer to **WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS**.

EDUCATORS LEGAL LIABILITY COVERAGE

1. Insuring Agreement.

- a. We will pay those sums that an insured becomes legally obligated to pay for "loss" arising from any claim or claims because of injury arising out of a "wrongful act" to which this insurance applies.
- b. We will have the right and duty to defend the insured against any "suit" seeking payment for "loss" and to pay for the "defense expense." However, we will have no duty to defend the insured against any "suit" seeking payment for "loss" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "loss" and "defense expense" is limited. **Refer to Limit of Insurance;** and
- (2) Our right and duty to defend and to pay "defense expense" end when we have used up the Limit of Insurance in the payment of "defense expense," judgments, or settlements under this Educators Legal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- c. This insurance applies to "loss" because of injury only if:

- (1) The injury is caused by a "wrongful act" that takes place in the "coverage territory";
- (2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations Page or after the end of the policy period; and
- (3) A claim for "loss" because of the "wrongful act" is first made and reported against any insured, in accordance with Paragraph d. below, during the policy period or any Extended Reporting Period we provide under extended reporting periods. **Refer to Extended Reporting Periods.**

- d. A claim by a person or organization for "loss" will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When settlement is made in accordance with Paragraph 1.b. above.

All claims for "loss" because of injury to the same person will be deemed to have been made at the time the first of these claims is made against any insured.

2. Exclusions.

This insurance does not apply to:

- a. (1) Injury or "loss" which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time.
- (2) Any "loss," cost, or expense arising out of any:

- (a) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

- b. "Bodily injury" or "property damage."
- c. "Personal injury" or "advertising injury."

d. Injury that arises out of:

- (1) Any actual or alleged act of "sexual misconduct or sexual molestation" including damages on account of any negligent hiring or transfer of, failure to supervise, or failure to dismiss any employee or volunteer worker alleged to have committed any act of sexual misconduct or sexual molestation.

- (2) A "counseling incident."

- e. "Loss" which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "loss" the insured would have in the absence of the contract or agreement.

- f. Employment related injury or "loss" that arises out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) "Sexual harassment;"
- (4) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct or other employment-related practices, policies, acts, or omissions; or

- (5) Consequential injury or "loss" as a result of f.(1), f.(2), f.(3) above.

This exclusion applies where the insured is liable either as an employer or in any other capacity, or there is an obligation to fully or partially reimburse a third party for damages arising out of paragraph f.(1), f.(2), f.(3), f.(4) above.

- g. "Loss" arising out of punitive damages, fines, penalties, sanctions, or multiplied damages.

- h. Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, or situation:

- (1) underlying or alleged in any prior and/or pending litigation as of the inception date of this coverage, or

- (2) which has been the subject of any notice given before the inception date of this coverage.

- i. Any claim based upon or arising out of the gaining of any personal profit or advantage to which the insured is not legally entitled.

- j. Any claim based upon, arising out of, or attributable to any insured committing in fact any fraudulent or dishonest act.

- k. Any claim arising out of the Asbestos Hazard Emergency Response Act 15 USC 2641, et seq., and/or arising out of asbestos and/or any product containing asbestos fibre and/or liability resulting from asbestosis and/or any related disease and/or inhalation of asbestos fibre and/or the cost of removal, replacement, or any other acts taken to abate asbestos hazards.

- l. Any claim arising from lead and/or any product containing lead including, but not limited to, lead paint, lead pigment, and lead in water and/or liability resulting from lead poisoning and/or any related disease, and/or inhalation or ingestion of lead, and/or the cost of removal, replacement, or any other acts taken to abate lead hazards.

- m. Any claim arising out of a breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, or to any amounts due under any fringe benefit or retirement program.

RETENTION

We will not pay for any "loss" until the amount of "loss" exceeds the retention shown in the Declarations Page. We will then pay the amount of "loss" in excess of the retention, up to the applicable Limit of Insurance.

SUPPLEMENTARY PAYMENTS - EDUCATORS LEGAL LIABILITY COVERAGE

1. We will pay, with respect to any claim or suit we defend:

- a. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- b. All interest on our portion of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

WHO IS AN INSURED

Each of the following is an insured:

1. You are an insured.
2. Any person named or occupying a position shown in the applicable schedule of the Declarations Page is an insured.
3. Your past, present, or future school board members, superintendents, directors, officers, trustees, employees, faculty including student teachers, clergy, and volunteers performing duties for the "Educational Entity" and, in the event of death, incapacity or bankruptcy, the estate, heirs, legal representatives, or assigns of the individual; all while acting within the scope of their duties as such are an insured.

LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Educators Legal Liability Aggregate Limit:
 - a. Is the most we will pay for the sum of:
 - (1) All "loss," and
 - (2) All "defense expense" for claims and "suits" seeking damages,because of all injury included under this Educators Legal Liability Coverage.

Each payment we make for "loss" and "defense expense" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be

available for further "loss" and "defense expense."

The Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

"Loss" arising out of the same "wrongful act" or interrelated, repeated, or continuous "wrongful act" of one or more insured shall be deemed "loss" in the policy period in which the first such claim or "wrongful act" is first reported to the insurer.

EDUCATORS LEGAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage form.

2. Duties in the Event of Any "Wrongful Act," Claim, or "Suit."

- a. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a claim. To the extent possible, notice should include:

- (1) How, when, and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of the injury arising out of the "wrongful act."

Notice of a "wrongful act" is not notice of a claim.

- b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (2) Authorize us, upon our request, to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us.

No person or organization has a right under this coverage form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "loss" that is not payable under the terms of this coverage form or that is in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a "loss" we cover under the Educators Legal Liability Coverage of this form, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary. When this insurance is primary, our obligations are not

affected unless any other insurers' insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance.

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is effective prior to the beginning of the policy period shown in the Declarations Page of this insurance and applies to a "wrongful act" on other than a claims made basis if:

(a) No Retroactive Date is shown in the Declarations Page of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations Page of this insurance.

When this insurance is excess, we will have no duty under this Educators Legal Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may elect to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss," if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining "loss," if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations Page of this policy.

c. Method of Sharing.

If all the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this coverage in accordance with our rules and rates.
- b. Premium for this coverage is a deposit premium only. At the close of each audit period, we may compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the deposit and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations.

By accepting the policy, you agree:

- a. The statements in the Declarations Page and the application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representation.

7. Separation of Insureds.

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this coverage form to the first Named Insured, when this insurance applies, it applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this coverage form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When Our Duty to Defend "Suits" and to Pay "Defense Expense" Ends.

- a. We will notify the first Named Insured as soon as practicable of any outstanding claims or "suits" for which our duty to defend has ended.
- b. We will notify any insured, as soon as practicable, of any outstanding "suits" in which we are defending that insured and for which our duty to defend has ended.
- c. You and any other involved insured will, as soon as practicable, arrange for the defense of those outstanding "suits" and any future "suits" for which our duty to defend has ended.
- d. We will cooperate in arranging for the transfer of defense of those outstanding "suits";
- e. Until those arrangements are complete, we will take on behalf of the insured those steps we think appropriate:
 - (1) To avoid a default in any "suit"; or
 - (2) To the continued defense of any "suit" andyou will reimburse us, if we take such steps, for any "defense expense" we pay.

10. Limitation of Coverage.

- a. If this coverage form is part of a policy which has other liability insurance, that other liability insurance does not apply to any injury or "loss" caused by any "wrongful act" covered by this coverage form.
- b. If two or more policies issued by us apply to the same "wrongful act," the maximum amount we will pay for "loss" under all the policies will not exceed the highest

applicable Limit of Insurance that applies to any one of the policies.

11. When We Do Not Renew.

If we decide not to renew this coverage form, we will mail or deliver to the first Named Insured shown in the Declarations Page written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

EXTENDED REPORTING PERIODS

1. We will provide the Extended Reporting Periods as described below if:

a. This coverage form is cancelled or not renewed for any reason except nonpayment of premium; or

b. We renew or replace this coverage form with insurance that:

(1) Has a retroactive date later than the one shown in the Declarations Page of this policy; or

(2) Does not apply to injury that arises out of "wrongful acts" on a claims made basis.

2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided, or reinstate the limits of insurance. They apply only to claims for injury arising out of "wrongful acts" that occur before the end of the policy period but not before the retroactive date, if any, shown in the Declarations Page.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

Claims must be reported to us not later than 90 days after the end of the policy period in accordance with Educators Legal Liability Conditions, Subparagraphs 2.a. or 2.b., of this coverage form.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. A Supplemental Extended Reporting Period for a three year duration is available but only by

endorsement and for an extra charge. This period starts 90 days after the end of the policy period.

You must give us a written request for the endorsement within 90 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates.

The endorsement will include a provision to the effect that the insurance afforded for claims first received during the Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

Once in effect, the Supplemental Extended Reporting Period may not be cancelled, and the premium will be fully earned.

5. Claims which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services.

b. Oral or written publication of material that violates a person's right of privacy.

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title, or slogan.

2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at anytime.

3. "Counseling incident" means any act or omission in the furnishing of counseling services.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico, and Canada;

- b. All parts of the world if the injury arises out of the activities of an insured whose home is in the territory described in a. above and whose responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.
5. "Defense expense" means payments allocated to a specific claim or "suit" and includes:
- a. Fees and salaries of attorneys and paralegals we retain.
 - b. Fees of attorneys the insured retains when by mutual agreement, court order, or law the insured is given the right to retain defense counsel to defend a "suit."
 - c. All other litigation expenses.
 - d. The cost of bonds to release attachments or similar bonds in any "suit," but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
 - f. Costs taxed against the insured in the "suit." For the purpose of this coverage, costs do not include prejudgment or post judgment interest.

"Defense expense" does not include salaries and expenses of our employees or the insured's employees (other than those described in a. and e. above) and does not include fees and expenses of independent adjusters we hire.

6. "Educational Entity" means only that entity, or that part of the entity, which is named in the Declarations Page and formed for the purpose of providing education, including religious studies and day care and preschool operations.
7. "Loss" means damages, judgments, settlements, and "defense expenses." "Loss" does not include nonmonetary damages or injunctive relief.
8. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:
- a. False arrest, detention, or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

9. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

10. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature that are implied or presented as a condition of employment, are used as a basis for employment decisions, or creates a work environment that interferes with job performance or creates an intimidating, hostile, or offensive working environment.

11. "Sexual Misconduct or Sexual Molestation" is any activity which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.

12. "Suit" means a civil proceeding in which a "loss" because of injury to which this insurance applies is alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

13. "Wrongful Act" means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty committed by an insured in the performance of duties for the "Educational Entity."

Claims arising out of the same "wrongful act" or interrelated "wrongful acts" of one or more persons insured shall be considered one "loss" and shall be subject to only one retention.

WITHDRAWN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUPPLEMENTAL EXTENDED REPORTING PERIOD
EDUCATORS LEGAL LIABILITY**

This endorsement modifies insurance provided by the Educators Legal Liability Coverage Form.

The following is added to the Educators Legal Liability Coverage Form.

SCHEDULE

Premium _____

**SUPPLEMENTAL EXTENDED REPORTING PERIOD -
EDUCATORS LEGAL LIABILITY**

1. The Supplemental Extended Reporting Period Endorsement is provided, as described under EXTENDED REPORTING PERIODS of the Educators Legal Liability Coverage Form.
2. Supplemental Extended Reporting Period.
 - a. A claim first made after the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of a "wrongful act" that occurred before the end of the policy period but not before any applicable Retroactive Date, if any, shown in the Declarations Page.
3. The following is added under EDUCATORS LEGAL LIABILITY CONDITIONS, Subparagraph 4., (Other Insurance):
 - a. This Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.
 - a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

**CHURCH MUTUAL INSURANCE COMPANY
MERRILL, WISCONSIN
EDUCATORS LEGAL LIABILITY APPLICATION**

This is an application for claims-made coverage. Please read carefully.

1. Legal Name of Educational Entity: _____
Address: _____
City: _____ State: _____ Zip: _____
2. Limit of Insurance Desired: ☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000
3. Retention: ☐ \$1,000 ☐ \$5,000 ☐ \$10,000 ☐ _____
4. Retroactive Date: _____
5. Total Current Enrollment _____
6. Total Number of Employed Teachers _____ Day Care/Preschool Workers _____
Board Members _____ Volunteers _____ Counselors _____ Administrators _____
7. Has the board established guidelines or procedures for discipline, suspension, or dismissal of students?
☐ Yes ☐ No
8. Are all required school licenses current? ☐ Yes ☐ No (If none is required, state none) _____
9. Has any similar insurance for the entity been declined, cancelled, or not renewed? ☐ Yes ☐ No
If yes, explain: _____
10. Within the scope of this proposed insurance there has not been any claim made nor is there any now pending against any persons proposed for insurance, except as follows (if answer is none, so state; otherwise, attach explanation): _____

11. No person proposed for this insurance has knowledge of any act, error, omission which he/she has reason to suppose might afford valid grounds for any future claim such as would fall within the scope of the proposed insurance, except as follows (if answer is none, so state; otherwise, attach explanation): _____

12. The Entity, its Board, and/or its Employees or volunteers have not been involved in or have any knowledge of any pending Federal, State or Local legal actions or proceedings against the Entity, its Board Members, or Employees except as follows (if answer is none, so state; otherwise, attach explanation): _____

CONSENT NOTICE

The applicant understands and agrees that, depending on the limit of coverage purchased, the limits of liability may be reduced or completely eliminated by payments for defense costs and claims expenses. Please read your policy carefully or contact your agent for details.

The undersigned authorized officer(s) of the Entity and/or Board declare that, to the best of their knowledge, the statements set forth herein are true. Signing of this application does not BIND the Insurer to complete the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and this form will be attached to and become part of the policy.

Name

Title

Date

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

DEFENSE COVERAGE - ARKANSAS

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following amendment is made to "defense expense."

"Defense expenses" are outside of the limit of insurance and will not reduce the limit of insurance.

<i>SERFF Tracking Number:</i>	<i>CHMU-125874050</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Church Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPP-20</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Independent Church Package Program</i>		
<i>Project Name/Number:</i>	<i>2008 Interim/CPP-20</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHMU-125874050 State: Arkansas
Filing Company: Church Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPP-20
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Independent Church Package Program
Project Name/Number: 2008 Interim/CPP-20

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	10/28/2008
Comments:				
Attachments:				
	PC TD-1 E Series.pdf			
	PC FFS-1 E Series.pdf			
Satisfied -Name:	Filing Letter	Review Status:	Approved	10/28/2008
Comments:				
Attachment:				
	AR-CPP-20.pdf			
Satisfied -Name:	Index of Forms and Endorsements	Review Status:	Approved	10/28/2008
Comments:				
Attachment:				
	E Series Index.pdf			
Satisfied -Name:	Summary	Review Status:	Approved	10/28/2008
Comments:				
Attachment:				
	E Series Summary.pdf			
Satisfied -Name:	Annotated E 253	Review Status:	Approved	10/28/2008
Comments:				
Attachment:				
	E-253 Annotated.pdf			

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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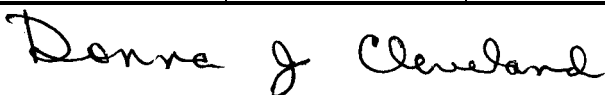
3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Church Mutual Insurance Company	WI	18767	39-0712210	

5. Company Tracking Number	CPP-20
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Donna J. Cleveland, CPCU	Director--- Commercial Line	800-554-2642, Option 4, Ext. 4594	715-539-4409	Dcleveland@church mutual.com
3000 Schuster Lane PO Box 357 Merrill, WI 54452-0357				

7. Signature of authorized filer	
8. Please print name of authorized filer	Donna J. Cleveland, CPCU

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	05.0 CMP Liability and Non-Liability
10. Sub-Type of Insurance (Sub-TOI)	05.0000 CMP Sub-TOI Combinations
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Independent Church Package Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01/01/09 Renewal: 04/01/09

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	October 21, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	CPP-20
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Effective January 1, 2008, for new business, and April 1, 2008, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing additional forms, replacing a form, and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms.
2. Revised Index of Forms.
3. Final printed forms.
4. Withdrawn forms.
5. E 583.1 (10-08), Defense Coverage – Arkansas. Revised endorsement deleting reference to withdrawn Form E 516, Educators Legal Liability Coverage Form and previously withdrawn form E 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p>
	<p>Check #: N/A \$ sent thru SERFF Amount: 50</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CPP-20			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	CPP-19			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Bodily Injury Definition	E 200.2 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Medical Expense Amendment	E 200.3 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Corporate Entity Endorsement	E 222 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Insured Designated Person or Organization for Specific Activity	E 223 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Insured Designated Person of Organization for Specific Activity - Primary	E 223.1 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Legal Defense Coverage Form	E 253 (12-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E 253 (01-04)	
07	Corporate Entity Endorsement	E 509 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Employment Practices Liability Defense Expense Endorsement	E 520.2 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Medical Expense Amendment	E 601.1 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Corporate Entity Endorsement	E 603 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Defense Coverage – Arkansas	E 583.1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E 583.1 (10-99)	

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.



Listening. Learning. Leading.®

October 21, 2008

HONORABLE JULIE BENAFIELD BOWMAN
COMMISSIONER OF INSURANCE
ARKANSAS DEPARTMENT OF INSURANCE
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: Independent Church Package Program
Form Filing
NAIC No. 18767
Church Mutual Filing No. CPP-20

Dear Commissioner Bowman:

Church Mutual Insurance Company has our Independent Church Package Program filed and approved in your state. As required, we are amending the rates and rules by separate letter.

Effective January 1, 2009, for new business, and April 1, 2009, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing new forms and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms.
2. Revised Index of Forms.
3. Final printed forms.
4. Withdrawn forms.
5. E 583.1 (10-08), Defense Coverage - Arkansas. Revised endorsement deleting reference to withdrawn Form E 516, Educators Legal Liability Coverage Form and previously withdrawn Form E 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

Page 2

If you have any questions, please contact me at (800) 554-2642, select Option 4, and enter Extension 4594.

Sincerely,

A handwritten signature in cursive script that reads "Donna J. Cleveland".

Donna J. Cleveland, CPCU
Director--Commerical Lines

jll

Enclosures: Filing Fee \$50
Summary of Changes (Listed by Coverage Part and Form Number)
Index of Forms and Endorsements
E 200.2, E 200.3, E 222, E 223, E 223.1, E 253, E 509, E 520.2, E 583.1,
E 601.1, E 603
Withdrawn Forms: E 516, E 516.1, ELL 907

**CHURCH MUTUAL INSURANCE COMPANY
INDEX OF FORMS AND ENDORSEMENTS
INDEPENDENT CHURCH PACKAGE PROGRAM**

	<u>Form</u>	<u>Ed. Date</u>
General Forms		
Mutual and Common Policy Conditions	E 001	(01-98)
Calculation of Premium	E 002	(06-93)
Policy Declarations	E 010-AR	(03-04)
Binder	E 702	(03-04)
Property Coverage Forms		
Building and Personal Property Coverage - Basic Form	E 101	(04-06)
Building and Personal Property Coverage - Special Form	E 102	(04-06)
Cemetery Endorsement	E 123	(05-96)
Identity Recovery Coverage Form	E 124	(01-08)
Actual Cash Value Endorsement	E 125	(06-93)
Replacement Cost Endorsement	E 126	(06-93)
Earthquake Causes of Loss Endorsement	E 127	(01-98)
Business Personal Property of Your Clergy	E 128	(06-93)
Building Construction Endorsement	E 129	(01-98)
Theft Exclusion Endorsement	E 130	(01-98)
Loss Payable Provisions	E 131	(06-93)
Windstorm or Hail Percentage Deductible	E 133	(08-94)
Multiple Deductible (Fixed Dollar Deductibles)	E 149.1	(10-99)
Systems/Equipment Breakdown Coverage	E 154	(10-99)
*General Liability Coverage Forms		
Nuclear Energy Liability Exclusion - Broad Form	E 052	(06-93)
General Liability Coverage Form	E 200	(01-04)
Amendatory Endorsement - Personal Injury	E 200.1	(12-06)
* Bodily Injury Definition	E 200.2	(12-07)
* Medical Expense Amendment	E 200.3	(12-07)
Child Care Facility/Adult Day Care Facility	E 201	(01-04)
Child Care or Adult Day Care Facility Exclusion	E 202	(06-93)
Endorsement - Medical Expense		
Sexual Misconduct or Sexual Molestation Exclusion	E 203	(06-93)
Endorsement		
Additional Insured - Owners or Other Interests From Whom Land Has Been Leased	E 204	(01-98)
Additional Insured - Controlling Interest	E 205	(01-98)
Additional Insured - Designated Person or Organization	E 206	(01-98)
Additional Insured - Designated Person or Organization - Excess Insurance	E 206.1	(07-01)
Additional Insured - Designated Person or Organization - Excess Insurance	E 206.2	(01-04)
Additional Insured - Designated Person or Organization	E 206.3	(01-04)
Additional Insured - Designated Person or Organization	E 206.4	(07-01)
Additional Insured - Managers or Lessors of Premises	E 207	(01-98)
Additional Insured - Lessor of Leased Equipment	E 208	(01-98)
Additional Insured - State or Political Subdivisions - Permits	E 209	(01-04)

	<u>Form</u>	<u>Ed. Date</u>
*General Liability Coverage Forms (Continued)		
Additional Insured - State or Political Subdivisions - Permits Relating to Premises	E 210	(01-04)
Christian Science	E 211	(01-98)
Religious Science International	E 211.1	(01-95)
Exclusion - Explosion, Collapse, and Underground Property Damage Hazard	E 212	(10-94)
Medical Expense - Excess Basis	E 213	(06-93)
Loss of Life	E 214	(06-93)
Exclusion - Medical Expense Coverage	E 215	(06-93)
Exclusion - Lead Liability Endorsement	E 217	(09-94)
Child Care or Adult Day Care Facility - Medical Expense - Excess Basis	E 218	(10-94)
Corporal Punishment	E 219	(01-98)
Catastrophic Violence Response Coverage	E 220	(01-04)
Wage Loss Reimbursement Endorsement	E 221	(01-04)
* Corporate Entity Endorsement	E 222	(12-07)
* Additional Insured Designated Person or Organization for Specific Activity	E 223	(12-07)
* Additional Insured Designated Person or Organization for Specific Activity - Primary	E 223.1	(12-07)
* Legal Defense Coverage	E 253	(12-07)
Amendment of Insuring Agreement - Known Injury or Damage	E 254	(10-99)
Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form - Designated Person	E 259	(01-04)
Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form	E 262	(01-04)
War Liability Exclusion	E 268	(05-03)
Fungi or Bacteria Exclusion	E 273	(04-06)
Limited Fungi or Bacteria Coverage	E 280	(04-06)
Crime Coverage Forms		
Church Theft and Dishonesty	E 300	(06-93)
Inland Marine Coverage Forms		
Inland Marine Special Scheduled Property	E 400	(06-93)
Inland Marine Maintenance and Mobile Equipment	E 401	(06-93)
*Professional Liability Coverage Forms		
Counseling Professional Liability	E 500	(01-04)
Employee Benefits Liability Coverage Form	E 504	(01-99)
Additional Insured - Designated Person or Organization	E 506	(07-01)
Supplemental Extended Reporting Period - Employee Benefits Liability	E 508	(01-99)
* Corporate Entity Endorsement	E 509	(12-07)
Exclusion - Counseling Professional Liability Specific Person(s), Position(s), or Organization(s)	E 515	(05-95)
Employment Practices Liability	E 520	(01-04)
* Employment Practices Liability Defense Expense Endorsement	E 520.2	(12-07)

***Professional Liability Coverage Forms (Continued)**

Supplemental Extended Reporting Period - Employment Practices Liability	E 521	(12-95)
Application for Employment Practices Liability Coverage	EPL 911-AR	(11-01)
Application for Employment Practices Liability Coverage	EPL 914-AR	(02-07)
Exclusion - Failure to Incorporate	E 523	(01-98)
Employment Practices Liability Coverage Amendment	E 529	(12-04)
Affiliated Entity Dispute Legal Defense Coverage Endorsement	E 530	(12-06)

***Hired and Nonowned Automobile Liability Coverage Forms**

Hired and Nonowned Automobile Liability - Excess Insurance	E 600	(01-04)
Hired and Nonowned Automobile Medical Expense Coverage - Excess Insurance	E 601	(06-93)
* Medical Expense Amendment	E 601.1	(12-07)
Rental Automobile Contractual Liability Endorsement	E 602	(01-03)
* Corporate Entity Endorsement	E 603	(12-07)
Additional Insured - Designated Person or Organization	E 606	(07-01)

***MANDATORY AMENDATORY COVERAGE PART ENDORSEMENTS**

Arkansas Changes - Loss Information	E 583	(07-98)
* Defense Coverage - Arkansas	E 583.1	(10-08)
Arkansas Changes - Employment Practices Liability Coverage Form	E 583.2	(02-97)
Arkansas Changes	E 983	(07-94)
Arkansas Changes - Additional Definition	E 983.1	(07-94)
Arkansas Changes - Cancellation & Nonrenewal	E 983.2	(05-04)
Arkansas Changes - Transfer of Rights of Recovery Against Others to Us	E 983.3	(02-98)

**Independent Church Package Program
Filing Memorandum
Summary of Form Revisions and New Forms**

LIABILITY COVERAGES

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Bodily Injury Definition	E 200.2	12-07	New/Mandatory
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Explanation:

This endorsement is a coverage clarification change adopting the exact ISO bodily injury definition. This form is to be attached to all new and renewal policies.

Medical Expense Amendment	E 200.3	12-07	New/Mandatory
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Explanation:

This endorsement amends policy language to allow a three-year claim period instead of one year. This endorsement is to be attached to all new and renewal policies.

Corporate Entity Endorsement	E 222	12-07	New/Mandatory
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Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

Additional Insured Designated Person or Organization for Specific Activity	E 223	12-07	New/Optional
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Explanation:

This endorsement follows ISO format and provides coverage for an additional insured or organization for a specific activity by designating on the endorsement form.

Additional Insured Designated Person or Organization for Specific Activity - Primary	E 223.1	12-07	New/Optional
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Explanation:

This endorsement follows ISO format and provides coverage for an additional insured or organization for a specific activity by designating on the endorsement form.

This endorsement clarifies that coverage is primary and any other insurance maintained by the insured shall be excess.

Legal Defense Coverage Form	E 253	12-07	Replacement/Optional
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Explanation:

This endorsement clarifies coverage intent and broadens the definition to include administrative hearings. An exclusion was added as a clarification that deductibles from other policies are not covered as defense cost. This form is to be attached to all new and renewal policies that provide legal defense coverage. (Note : see annotated form)

PROFESSIONAL LIABILITY COVERAGE

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Corporate Entity Endorsement	E 509	12-07	New/Mandatory
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Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

Employment Practices Liability Defense Expense Endorsement	E 520.2	12-07	New/Optional
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Explanation:

This endorsement is an optional form that allows a per claim and aggregate limit.

AUTOMOBILE LIABILITY COVERAGE

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
-----------	-------------	---------	---

Medical Expense Amendment	E 601.1	12-07	New/Mandatory
---------------------------	---------	-------	---------------

Explanation:

This endorsement amends policy language to allow a three-year claim period instead of one year. This endorsement is to be attached to all new and renewal policies.

Corporate Entity Endorsement	E 603	12-07	New/Mandatory
------------------------------	-------	-------	---------------

Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

LEGAL DEFENSE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. Refer to **WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS**.

LEGAL DEFENSE COVERAGE

1. Insuring Agreement.

We will pay "defense costs," incurred by the insured, that result from a "suit" to which this insurance applies. This insurance applies to these "defense costs" only if:

- a. The "suit" results from a "defensible incident" that takes place in the "coverage territory";
- b. The "suit" results from a "defensible incident" that occurs during the policy period;

No other obligation or liability to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions.

This insurance does not apply:

- a. To any "defense costs" incurred because of:

- (1) "Bodily injury";
- (2) "Personal injury";
- (3) "Advertising injury";
- (4) Injury arising out of:

- (a) Any actual or alleged act of "sexual misconduct or sexual molestation." This includes, but is not limited to expenses related to any claim or suit seeking damages based upon, arising out of, or attributable to vicarious

liability; negligence in hiring, employment, supervision, retention, or transfer of any employee or volunteer workers; recommendation or referral of any person for employment or volunteer work; failure to protect or negligent supervision of any person (whether an adult or child) failure to warn, failure to investigate, or failure to comply with any obligation to report; and counseling;

- (b) Any acts, errors or omissions in providing or failing to provide any professional service;

- (5) "Property damage";

- (6) A dispute involving this contract or any other contract issued by us;

- (7) Any class action "suit";

- (8) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

- (9) Any dispute between the insured and us.

- b. If any "defense costs" are:

- (1) An obligation of ours or any other insurance company under any other insurance policy or endorsement;
- (2) An obligation of any other person, group or organization (other than an insured);

- (3) Your obligation in the form of a deductible or retention under this policy or any other policy we or any other carrier issue to you;

even if the obligation is only a partial obligation.

- c. To any damages.

WHO IS AN INSURED

See the WHO IS AN INSURED provision of the General Liability Coverage Form.

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Suits" brought; or
 - c. Persons or organizations bringing "suits."
2. The Aggregate limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against the insured.
3. Subject to 2. above, the Each Defensible Incident limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against any insured for any one "defensible incident."

The aggregate limits of insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

DEDUCTIBLE

We will not pay any "defense costs" until the amount of the "defense costs" exceeds \$250. We will then pay the amount of the "defense costs" in excess of \$250, up to the Limits of Insurance.

YOUR CHOICE OF AN ATTORNEY

You have the right to choose your own attorney. But, your attorney must be licensed to provide legal services. Your attorney has the right to freely exercise his or her professional judgment in the defense of any "suit" against you.

Attorney's fees and expenses must be reasonable and customary. We shall have the option to audit "defense costs" on behalf of the insured.

LEGAL DEFENSE CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this Coverage Form.

2. Duty to Investigate or Defend.

We have no duty to investigate or defend any "suit" brought against you.

3. Duties in the Event of a "defensible incident" or "suit."

- a. You must see to it that we are notified within 60 days of your becoming aware of any "defensible incident" that may result in a "suit." To the extent possible, notice should include:

- (1) The nature of the "defensible incident," and
- (2) How, when and where the "defensible incident" took place.

Notice of a "defensible incident" is not notice of a "suit."

- b. If "suit" is brought against the insured, you must:

- (1) Notify us within 60 days of the date "suit" is brought against the insured.
- (2) As soon as practicable, send us written notice of the "suit." This notice should include the nature of the "defensible incident," and how, when and where the "defensible incident" took place.

- (3) Give us the name, address and other information sufficient to identify the attorney or firm who will be defending you in the "suit."

4. Other Insurance.

- a. Primary Insurance.

This insurance is primary and our obligations are not affected unless any other insurance or indemnity is also

primary. Then we will share with all that other insurance or indemnity by the method described in b. below.

b. Method of Sharing.

If all that other insurance or indemnity permits contribution by equal shares, we will follow this method also. Under this approach, each party contributes equal amounts until it has paid its applicable limit or the "defense costs" are fully paid, whichever comes first.

If contribution by equal shares is not permitted by that other insurance or indemnity, we will contribute by limits. Under this method each party's share is based on the ratio of each party's applicable limit to the total applicable limit of all parties.

5. Representations.

By accepting the endorsement, you agree:

- a. The statements in the Declarations Page are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this endorsement in reliance upon your representation.

6. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after the "suit" is brought to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

7. Two or More Policies.

If two or more policies issued by us apply to the same insured and these policies also apply to the same "suit," the maximum amount we will pay as damages under all the policies will not exceed the highest applicable Limit of Insurance that applies to any one of the policies.

This does not apply to any policy issued by us that is specifically written as excess insurance.

8. Arbitration.

If we and the insured cannot reach an agreement concerning any of the terms of this Coverage Form, the disagreement will be settled by arbitration. The rules of the American Arbitration Association will be followed. The arbitrator shall have the power to determine the meaning of the terms of this Coverage Form. The arbitrator shall not have the power to change or amend this Coverage Form, unless we and all insureds consent to the change in writing.

We and you will equally share all costs of arbitration.

DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Defense costs" means the cost of reasonable and customary attorney's fees for legal services rendered in defending "suits" brought against you and includes attorney's expenses in relation to those services. But, the fees and expenses must qualify as a deductible expense to you under Section 162 of the U.S. Internal Revenue Code. This applies even if you are not subject to the code.

5. "Defensible incident" means any acts, omissions or failures of the insured. Every such act, omission or failure involving substantially the same general circumstances shall be considered one "defensible incident" subject to the Each Defensible Incident Limit

of Insurance in force at the time the first such "defensible incident" covered by this policy occurred. "Defensible incident" does not include any deliberate acts, omissions or failures for purposes of causing a "suit" to be filed against you.

6. "Law enforcement inquiry" means an investigation undertaken by law enforcement officials and directed against a person suspected of committing a criminal offense under federal, state, or local law, including any related prosecution for such alleged offense.
7. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
8. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not

physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

9. "Sexual misconduct or sexual molestation" is any activity by anyone (whether an adult or child) which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd, or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.
10. "Suit" means a proceeding in a court of proper jurisdiction. "Suit" includes:
 - a. A civil proceeding;
 - b. An arbitration proceeding to which you must submit or do submit with our consent; or
 - c. Any other alternative dispute resolution proceeding to which you submit with our consent; or
 - d. Any "law enforcement inquiry."
 - e. An administrative hearing to which you must submit or do submit with our consent.

All "suits," countersuits, counterclaims, "law enforcement inquiries," and similar proceedings substantially related to the same "defensible incident" shall be considered one "suit."